

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
FOUNDATION ADMINISTRATIVE SERVICES, INC.  
an Arizona corporation**

Foundation Administrative Services, Inc., a corporation organized and existing under the laws of the State of Arizona (the “**Corporation**”) hereby certifies as follows:

**FIRST:** The name of the Corporation is Foundation Administrative Services, Inc. The date of the filing of its original Articles of Incorporation with the Arizona Corporation Commission was December 11, 1985 (the “Original Articles of Incorporation”). The name under which the Corporation filed its Original Articles of Incorporation was Foundation Administrative Services, Inc.

**SECOND:** These Amended and Restated Articles of Incorporation amend, restate and integrate the provisions of the Original Articles of Incorporation of the Corporation, in accordance with the applicable provisions of Section 10-1008 of the General Corporation Law of the State of Arizona, as it may be amended from time to time.

**THIRD:** These Amended and Restated Articles of Incorporation were approved by the United States Bankruptcy Court for the District of Arizona (the “Bankruptcy Court”) pursuant to that certain Confirmation Order, dated November \_\_, 2000 (the “Confirmation Order”) which also approved the “First Amended Joint Liquidating Plan of Reorganization of the Debtors under Chapter 11 of the Bankruptcy Code,” dated September 25, 2000 (the “Plan”) relating to In re Baptist Foundation of Arizona, an Arizona nonprofit corporation; Arizona Southern Baptist New Church Ventures, Inc., an Arizona nonprofit corporation; A.L.O., Inc., an Arizona corporation; E.V.I.G., Inc., an Arizona corporation, et al., as Debtors, jointly administered under case number 99-13275-ECF-GBN (the “Bankruptcy Case”).

**FOURTH:** The Bankruptcy Court had jurisdiction over the Bankruptcy Case pursuant to 28 U.S.C. §§ 157 and 1334.

**FIFTH:** The name of the Corporation shall remain Foundation Administrative Services, Inc.

**SIXTH:** The purposes for which the corporation is organized include the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

**SEVENTH:** The aggregate number of shares which the corporation shall have authority to issue is One Hundred (100) of One Dollar (\$1.00) par value. Such shares may be issued in such classes or series as the Directors of the Corporation see fit. The voting powers, preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, if any, of each such series or class may differ from those of any and all other

series or classes of shares at any time outstanding, and the Directors of the Corporation are hereby expressly granted authority to fix or alter, by resolution or resolutions, the designation, number, voting powers, preferences, and relative, participating, optional, and other special rights, and the qualifications, limitations, and restrictions thereof, of each such series or class to the fullest extent permitted by law.

**EIGHTH:** The name and address of the statutory agent of the corporation is Andrew Service Corporation of Arizona, 40 North Central Avenue, Suite 2700, Phoenix, Arizona 85004. The address of the initial known place of business of the corporation is 1313 East Osborn Road, Suite 250, Phoenix, Arizona 85014.

**NINTH:** The number of directors constituting the board of directors of the corporation shall be not less than one (1) nor more than nine (9). The name and address of the person who is to serve as a director until his successor is elected and qualified is:

NAME	ADDRESS
Clifton R. Jessup, Jr.	1313 East Osborn Road, Suite 250 Phoenix, Arizona 85014

**TENTH:** (a) The Corporation shall indemnify, to the extent permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a Judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect, of any

claim, issue or matter as to which such person shall have been, adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director, officer, employee or agent of a Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to paragraphs (a) and (b) of this Article, or in defense of any claim issue or matter therein, he shall be indemnified against expenses (including attorneys' fees actually and reasonably incurred by him in connection therewith).

(d) Any indemnification under paragraphs (a) or (b) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) or (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the members.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in paragraph (d) of this Article upon receipt of an undertaking by or on behalf for the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

(f) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Notwithstanding any other provision of this Article Tenth to the contrary, the Corporation shall not indemnify, and shall have no obligation to indemnify, any person, reimburse any person for, or pay to or on behalf of any person, including any person who is a director, officer, employee or agent of the Corporation or any other entity, any amounts whatsoever or for any reason whatsoever, relating to any claim, action, suit or other liability (whether liquidated, contingent or otherwise) against such person arising on or prior to the date of the later to occur of (a) the date of these Amended and Restated Articles of Incorporation or (b) the consummation of the transactions contemplated by that certain Acquisition Agreement dated September 7, 2000, originally by and among Baptist Foundation of Arizona, Inc.;

Foundation Administrative Services, Inc.; ALO, Inc.; ALO Pleasant Point, Inc.; Pleasant Point, LLC; and Shea Homes, Inc.

**ELEVENTH:** No director of the Corporation shall be personally liable to the Corporation or its shareholders for money damages for any action taken or any failure to take any action as a director, except liability for any of the following: (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the Corporation or the shareholders; (c) a violation of section 10-833 of the Arizona Revised Statutes or any successor statute; or (d) an intentional violation of criminal law. The limitation of liability provided herein shall continue after a director has ceased to occupy such position as to acts or omissions occurring during such director's term or terms of office, and no amendment or repeal of this Article Eleventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Dated: \_\_\_\_\_, 2000

FOUNDATION ADMINISTRATIVE SERVICES, INC.

By: The Restructuring Committee of Baptist Foundation  
of Arizona, on behalf of Foundation Administrative  
Services, Inc.

By: \_\_\_\_\_

Name:

Title:

## ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

Andrew Service Corporation of Arizona, an Arizona corporation, having been designated to act as Statutory Agent for Foundation Administrative Services, Inc., hereby consents to act in that capacity until removed or its resignation is submitted.

Dated: \_\_\_\_\_, 2000

ANDREW SERVICE CORPORATION OF  
ARIZONA, an Arizona corporation

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By:  
Its: